APPENDIX

EXHIBIT 13

UNITED STATES REBAR, INC.

Charles Doherty

268 N. MAIN STREET FREEPORT, NY 11520 888.46.REBAR • 518.372.7730 • 518.379.7718 FAX

February 24, 2005

via Certified Mail

stan belited has

Robert Ledwith Metallic Lathers & Reinforcing Ironworkers 1322 Third Avenue New York, New York 10021

Re: Termination of Collective Bargaining Agreement

Dear Mr. Ledwith:

Please be advised that in accordance with Article XIII, Duration of Agreement, of the Agreement between Association of Concrete Contractors of Long Island, Inc. (the "Association") and Local #46, Metallic Lathers Union and Reinforcing Iron Workers New York and Vicinity, (the "Agreement") we are providing our written notice to you of our intent to modify or terminate the Agreement and that US Rebar, Inc. has resigned from the Association and that Association no longer has any collective bargaining rights for U.S. Rebar.

Sincerely

Charles

President

United States Rebar, inc.

cc: Association of Concrete Contractors of Long Island, Inc. (via Certified Mail)

The self of the se

NYR_000057



A THE WASHINGTON AND THE CONTRACT OF THE CONTR

32

5167467691

LAWOFFICE

PAGE 20

contributions referred to in this agreement to all of the aforesaid funds and/or trusts; to make said

The Employer also agrees to make the

NYR_000076

all expenses involved therewith. being properly made to all of the said Funds. The to make sure that the Employers contribution are each of the aforesaid Funds to audit the books and Employer agrees to pay the costs of such audit and records of the Employer. The purpose of this audit is recognize and abide by the right of the Trustees of the said Funds. The Employer further agrees to delinquent. The Employer also agrees to the rules and regulations adopted by the Trustees of each of and Declarations of Trust, if payments penalties, as may be provided for in said Agreements and/or Funds; together with such interest and contributions in accordance with the Agreements and Declarations of Trust for each of the said Trusts

working days after the receipt of such notice. said contributions for the period beginning two (2) compliance, the Employer shall be responsible for nouffes the Signatory that the subcontractor is not in and if the Union, by an officer, upon written notice, all other Trust Funds, as required by this Agreement; Fund, Job Training Fund, Working Assessment and Fund, Scholarship Fund, Apprentice Fund, Annuity the Local 46 Welfare Fund, Pension Fund, Vacation the signatory, fails to make timely contributions to subcontractor, or subcontractor of a subcontractor of (9) Subcontracting - In the event that any

Duration of Agreement

- upon the other at least minety (90) days before year periods, thereafter. June 30, 2002, or any subsequent date, for three (3) years, unless written notice to modify or terminate shall continue, thereafter, for periods of three (3) the agreement is served in writing by either party July 1, 1999 and shall remain in full force and effect from July 1, 1999 to and including June 30, 2002 and This Agreement shall become effective
- writing signed by both parties hereto. agreed upon and approved by an instrument in Rules or Regulations, which is contrary to any of the adopt or attempt to enforce any By-Laws, Working neither party, during the life of this agreement, will signed by both parties hereto. It is further agreed that terms of this Agreement, unless the same has been or modified, except by an instrument in writing (2) This Agreement may not be amended, altered

ARTICLE XIV Validity

Craft along lawful lines. Agreement to promote peace and harmony in the portions; it being the sole intent and purpose of this Agreement is illegal, it shall not invalidate other the Court shall decide any part of this